

Todd Wengrovsky - TW4823
Law Offices of Todd Wengrovsky, PLLC.
285 Southfield Road, Box 585
Calverton, NY 11933
Tel (631) 727-3400
Fax (631) 727-3401

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

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DISH NETWORK, L.L.C., NAGRASTAR, LLC,

Plaintiffs,

Index No. 19-CV-4803

-against-

TOMASZ KACZMAREK, JOHN DEFOE,
JULIA DEFOE,

Defendants.

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AFFIDAVIT IN SUPPORT OF MOTION
BY LAW OFFICES OF TODD WENGROVSKY, PLLC.
TO WITHDRAW FROM REPRESENTATION OF DEFENDANTS
JOHN DEFOE AND JULIA DEFOE

Law Offices of Todd Wengrovsky, PLLC. hereby moves to withdraw from the representation of Defendants John Defoe and Julia Defoe in this action. This motion is made pursuant to Local Rule 1.4 and DR 2-110 of the Lawyer's Code of Professional Responsibility.

Statement of Facts

On September 13, 2019, Defendants John Defoe and Julia Defoe executed a Retainer Agreement with the Law Offices of Todd Wengrovsky, PLLC. so that it could represent such Defendants in this action.

I then filed my Notice of Appearance, filed the Answer to the Complaint, engaged in discovery, engaged in settlement discussions, and performed work in advance of mediation.

Due to differences of opinion with regard to case management, which have proven to be irreconcilable, my clients John Defoe and Julia Defoe have now requested that I stop all work on the case, and have represented to me that they wish to retain new counsel. As such, I request permission to withdraw from representation.

Attorney Has Met The Requirements of Local Rule 1.4 and DR 2-100

Local Rule 1.4 provides:

“An attorney who has appeared as attorney of record for a party may be relieved or displaced only by order of the court and may not withdraw from a case without leave of the court granted by order. Such an order may be granted only upon a showing by affidavit or otherwise of satisfactory reasons of withdrawal or displacement and the posture of the case, including its position, if any, on the calendar.”

DR 2-110 A (2) of the Lawyer’s Code of Professional Responsibility provides:

“Even when withdrawal is otherwise permitted or required under section DR 2-110 [1200.15] (A)(1), (B), or (C), a lawyer shall not withdraw from employment until the lawyer has taken steps to the extent reasonably practicable to avoid foreseeable prejudice to the rights of the client, including giving due notice to the client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled and complying with applicable laws and rules.”

In making this motion, I have complied with Local Rule 1.4 and DR 2-100. Specifically, I have taken steps to avoid any foreseeable prejudice to any party.

I have made every effort to settle the case without having to withdraw. I have also consulted with opposing counsel regarding this motion, and Plaintiff’s attorney indicated that Plaintiff does not oppose same.

It is requested that all dates on the current Scheduling Order be extended by 30 days to provide time for John Defoe and Julia Defoe to retain new counsel.

Pending the outcome of this Motion, I will deliver to John Defoe and Julia Defoe all papers and property to which such Defendants are entitled such that substituted counsel can provide effective representation.

Under these circumstances, it is respectfully submitted that I should be allowed to withdraw.

Dated: Calverton, New York
June 4, 2020

Respectfully submitted,

Law Offices of
Todd Wengrovsky, PLLC.

By: /s/ Todd Wengrovsky
Todd Wengrovsky – TW4823
Law Offices of
Todd Wengrovsky, PLLC.
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Calverton, NY 11933
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